

NOTICE OF REMOVAL

2. This Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b), because it is filed within less than thirty days after service of the Summons and Complaint on HSBC.

3. In the Complaint, Plaintiff alleges that HSBC violated the federal Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (“FCRA”), because it “failed and willfully refused to conduct an investigation” regarding an alleged consumer debt which appeared on Plaintiff’s credit report, despite allegedly receiving written requests from Plaintiff to do so. (Compl. ¶¶ 17-18.) Plaintiff also alleges that HSBC improperly verified “derogatory information” to Experian Information Solutions, Inc., without first conducting an appropriate investigation. (Id. ¶ 20, 29.)

4. Consequently, Plaintiff has asserted claims arising under the laws of the United States, namely, FCRA.

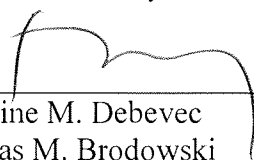
5. This Court has federal question jurisdiction over the entire case pursuant to 28 U.S.C. § 1331, in that the claims “aris[e] under the ... laws ... of the United States.”

6. This Court is the United States District Court for the district within which the State Court Action is pending. The State Court Action is properly removed to this Court pursuant to 28 U.S.C. §§ 1441 and 1446.

7. Pursuant to 28 U.S.C. § 1446(d), written notice of the filing of this Notice of Removal, together with a copy of this Notice of Removal and attached exhibits, is being filed with the Prothonotary of the Montgomery County Court of Common Pleas, Civil Division, and served on Plaintiff. A copy of the Notice to the State Court of Filing of Notice of Removal is attached hereto as “Exhibit B.”

8. In filing this Notice of Removal, HSBC reserves any and all defenses, objections, and exceptions, including without limitation those relating to jurisdiction, venue, and statutes of limitation.

WHEREFORE, HSBC hereby removes the State Court Action to the United States District Court for the Eastern District of Pennsylvania.



Christine M. Debevec
Thomas M. Brodowski
Stradley Ronon Stevens & Young, LLP
A Pennsylvania Limited Liability Partnership
2005 Market Street, Suite 2600
Philadelphia, PA 19103
(215) 564-8000
(215) 564-8120 – fax

*Attorneys for Defendant,
HSBC Card Services, Inc.
(misidentified in the Complaint as “HSBC USA, Inc.
and HSBC Bank USA”)*

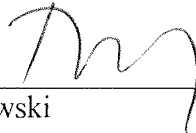
Dated: February 2, 2016

CERTIFICATE OF SERVICE

I, Thomas M. Brodowski, hereby certify that on February 2, 2016, I caused the foregoing Notice of Removal, and accompanying exhibits, to be sent for filing to the Clerk of the United States District Court for the Eastern District of Pennsylvania.

I further certify that on this date, I caused a true and correct copy of the foregoing to be served via UPS Overnight Delivery, First Class U.S. mail and e-mail upon the following:

Vicki Piontek, Esquire
951 Allentown Road
Lansdale, PA 19446
vicki.piontek@gmail.com
Attorney for Plaintiff



Thomas M. Brodowski

Exhibit A

(SARAH IANNOZZI

vs.

(HSBC USA INC

EC

NO. 2015-32332

RECEIVED
JAN 07 2016

NOTICE TO DEFEND - CIVIL

BY: *K.B./R.T.*

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE
MONTGOMERY BAR ASSOCIATION
100 West Airy Street (REAR)
NORRISTOWN, PA 19404-0268

(610) 279-9660, EXTENSION 201

IN THE COURT OF COMMON PLEAS
OF MONTGOMERY COUNTY, PENNSYLVANIA

| | | |
|-----------------------------------|---|---------------------|
| Sarah Iannozzi | : | |
| 2039 Canyon Creek Road | : | Civil Action - Law |
| Gilbertsville, PA 19525 | : | |
| v. | : | |
| Plaintiff | : | |
| HSBC USA, INC. | : | Jury Trial Demanded |
| 452 5th Ave. | : | |
| New York, NY 10018 | : | |
| and | : | 2015-32332 |
| HSBC Bank USA | : | |
| 1105 North Market Street, Floor 1 | : | |
| Wilmington, DE, 19801 | : | |
| and | : | |
| X,Y, Z Corporations | : | |
| Defendant | : | |

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THE COMPLAINT AND NOTICE ARE SERVED BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE DEFENDANT. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

LAWYER REFERENCE SERVICE
MONTGOMERY COUNTY BAR ASSOCIATION
100 West Airy Street (REAR), NORRISTOWN, PA 19401
(610) 279-9660, EXTENSION 201

Montgomery County Legal Aid Services
625 Swede Street, Norristown, PA 19401
610-275-5400

CASE# 2015-32332-2 DOCUMENT# 1 FILED 02/02/16 11:34 AM, Fee = \$0.00

IN THE COURT OF COMMON PLEAS
OF MONTGOMERY COUNTY, PENNSYLVANIA

| | | |
|-----------------------------------|---|---------------------|
| Sarah Iannozzi | : | |
| 2039 Canyon Creek Road | : | Civil Action - Law |
| Gilbertsville, PA 19525 | : | |
| v. | : | |
| Plaintiff | : | |
| HSBC USA, INC. | : | Jury Trial Demanded |
| 452 5th Ave. | : | |
| New York, NY 10018 | : | |
| and | : | 2015-32332 |
| HSBC Bank USA | : | |
| 1105 North Market Street, Floor 1 | : | |
| Wilmington, DE, 19801 | : | |
| and | : | |
| X,Y,Z Corporations | : | |
| Defendant | : | |

COMPLAINT

1. This is an action brought by a consumer for violation of alleged violations of the Fair Credit Reporting Act (FCRA), 15 USC 1681 et. Seq..
2. Plaintiff is Sarah Iannozzi, an adult individual whose principle residence is located at 2039 Canyon Creek Road, Gilbertsville, PA 19525.
3. Defendants are the following.
 - a. HSBC USA, INC., 452 5th Ave., New York, NY 10018.
 - b. HSBC Bank USA, NA, 1105 N Market Street, Floor 1, Wilmington, DE, 19801 .
 - c. X,Y,Z Corporations, business identities whose identities are not known to Plaintiff at this time, but which will become known upon proper discovery. It is believed and averred that such entities played a substantial role in the commission of the acts described in this complaint.

Case# 2015-32332-2 Document 1 Filed 02/02/16 at Montgomery County Prothonotary on 12/31/2015 11:34 AM, Fee = \$8.00

JURISDICTION AND VENUE

4. All previous paragraphs of this complaint are incorporated by reference and made a part of this complaint
5. Defendant(s) regularly transact(s) business throughout the Commonwealth of Pennsylvania, and in this jurisdiction.
6. Defendant obtains the benefit(s) of regularly transacting business in this jurisdiction.
7. A substantial portion of the conduct, acts or omissions complained of in this action occurred in this jurisdiction.
8. Plaintiff resides in this jurisdiction.

COUNT ONE: VIOLATION OF THE FAIR CREDIT REPORTING ACT,

15 USC 1681 s-2(a)

“Johnson Violation”

9. All previous paragraphs of this complaint are incorporated by reference and made a part of this complaint.
10. At all times mentioned herein Plaintiff was a consumer as defined by the FCRA.
11. At all times mentioned herein Defendant was a furnisher of information as defined by the FCRA.
12. At various times in writing, Plaintiff contacted Defendant about an alleged consumer debt that appeared on her credit report.
13. The alleged consumer debt had been placed on Plaintiff's credit report by Defendant, and Defendant was therefore a furnisher of information for purposes of the FCRA.
14. 15 USC 1681 s-2 requires a furnisher to conduct a reasonable investigation of an account which appears on a consumer's credit report, upon written request of the consumer to do so.

15. The United States Court of Appeals for the Fourth Circuit held that the FCRA requires furnisher to conduct detailed examinations of the documents underlying customer transactions before responding to inquiries about a customer's debt, instead of relying on computer databases that provide convenient but potentially incomplete or inaccurate customer account information. See *Johnson v. MBNA America Bank*, No. 03-1235 (February 11, 2004).
16. The Federal Trade Commission has issued a consent order stating that a debt collector must refer to original account records when necessary to investigate a dispute. *U.S. v. Performance Capital Mgmt.* (Bankr. C.D. Cal. Aug. 24, 2000) (consent decree). A debt collector shouldn't be able to rely on the balance due transmitted by the original collector during the sale of the account. If the debt collector cannot or is unwilling to obtain the original account records, the information should be deleted.
17. At various times in writing, Plaintiff requested that Defendant conduct an investigation about the alleged consumer debt that appeared on Plaintiff's credit report.
18. Defendant(s) failed and willfully refused to conduct an investigation of Plaintiff's account in violation of Defendant's duties pursuant of 15 USC 1681 s-2 et. seq.
19. After Defendant(s) failed and willfully refused to conduct and investigation of Plaintiff's account, Defendant(s), Plaintiff was left with no other recourse than to dispute the account with Experian Information Solutions, Inc., a consumer reporting agency as defined by 15 USC 1681a et. seq. of the FDCPA.

20. After Plaintiff disputed the account with Experian Information Solutions, Inc., Defendant then verified the alleged account Experian Information Solutions, Inc., despite having willfully refused to conduct an investigation of Plaintiff's account in violation of Defendant's duties pursuant of 15 USC 1681 s-2 et. seq.
21. Upon information and belief, it is averred that Defendant(s) have a standard practice policy which contradicts its duties to investigate a disputed account under 15 USC 1861 s-2.
22. Defendant verified the alleged account with Experian Information Solutions, Inc., without ever having produced the purported contract governing the account which to justify the alleged balance.

LIABILITY

23. The previous paragraphs of this complaint are incorporated by reference and made a part hereof .
24. At all times various employees and / or agents of Defendant were acting as agents of Defendant, and therefore Defendant is liable to for the acts committed by its agents and / or employees under the doctrine of respondeat superior.
25. At all times various employees and / or agents of Defendant were acting as agents of Defendant, and therefore Defendant is liable to Plaintiff for the acts committed by its agents and / or employees under the theory of joint and several liability because Defendant and its agents were engaged in a common business venture and were acting jointly and in concert.
26. Plaintiff bring this action against Defendant(s) under 15 USC 1681 s-2(b), as distinguished from 15 USC 1681s-2(a).
27. There is no private cause of action under 15 USC 1681s-2(a).
28. But there is a private cause of action under 15 USC 1681s-2(b). See the following case law which distinguishes between the government right of action under 15 USC 1681s-2(a), and the private cause of action under 15 USC 1681s-2(b).

Marshall v. Swift River Academy, LLC, 2009 WL 1112768 (9th Cir. 2009).

A consumer has no private right of action under FCRA against furnisher merely because the furnisher failed to provide accurate information to consumer reporting agencies.

Beisel v. ABN Ambro Mortgage, Inc., No. 07-2219, 2007 WL2332494, *1 (E.D. Pa. Aug. 10, 2007).

In order to prevail on a FCRA claim Plaintiff “must prove [he] notified a credit reporting agency of the dispute, the credit reporting agency then notified the furnisher of information, and the furnisher of information failed to investigate or rectify the disputed charge.”).

Catanzaro v. Experian Information Solutions, Inc., 671 F. Supp.2d 256, 260 (D. Mass. 2009).

Notification by a consumer reporting agency to the furnisher is a prerequisite for furnisher liability under FCRA.

Kaetz v. Chase Manhattan Bank, 2007 WL 1343700, *3 (M.D. Pa. 2006). The Court dismissed Plaintiff’s Complaint, but only because Plaintiff failed to allege that he disputed the accuracy of the debt to a credit agency, or that the credit agency thereafter reported dispute to defendant.

29. Because Plaintiff first disputed the account with Defendant(s) , and then disputed the account with Experian Information Solutions, Inc. afterwards, and then Defendant(s) verified the derogatory information to Experian Information Solutions, Inc., in a manner that was unacceptable under FCRA, Plaintiff does have a private cause of action against Defendant pursuant to 15 USC 1681s-2(a).

DAMAGES

30. The preceding paragraphs are incorporated by reference and made a part hereof.
31. Plaintiff's actual damages are \$1.00 more or less, including but not limited to postage, phone calls, fax, gas, mileage, etc.
32. Plaintiff believes and avers that Plaintiff is entitled to \$1,000.00 statutory damages under 15 USC 1681 et. seq.
33. Plaintiff suffered some emotional distress, anger and frustration as a result of his rights being violated by Plaintiff and the rights of other consumers.
34. The value of Plaintiff's emotional distress shall be proven at trial.
35. Plaintiff believes and avers that for purposes of a default judgment, Plaintiff's distress has a Dollar value of no less than \$5,000.00.
36. Plaintiff believes and avers that the acts committed by Defendant are willful, wanton intentional, or reckless at best. Plaintiff believes and avers that Defendant's acts are systemic. Therefore, punitive damages are warranted.
37. Plaintiff believes and avers that punitive damages should be awarded to Plaintiff in the amount of no less than \$5,000.

ATTORNEY FEES

38. The preceding paragraphs are incorporated by reference and made a part hereof.
39. Plaintiff believes and avers that Plaintiff is entitled to reasonable attorney fees of \$2,100.00 at a rate of \$350.00 per hour, described below.

- | | |
|--|---|
| a. Consultation with client, review of file, drafting and mailing dispute letters. | 2 |
| b. Drafting , editing, review, filing and service of compliant and related documents | 2 |
| c. Follow up correspondence with Defense and client | 2 |

Total = 6 x \$350 per hour = \$2,100.00

40. Plaintiff's attorney fees continue to accrue as the case moves forward.

OTHER RELIEF

41. The previous paragraphs of this Complaint are incorporated by reference and made a part of this Complaint.
42. Plaintiff requests an order from this Honorable Court directing Defendant to report Plaintiff's account(s) referred to in the attached exhibits as "disputed," in accordance with 15 USC 1681 s-2, or not to report the account(s) at all.
43. Plaintiff requests such other relief as this court may deem just and proper.
44. Plaintiff requests and demands a jury trial in this matter.

Wherefore, Plaintiff demands judgment against Defendant(s) in the amount of \$13,101 enumerated as follows, or other amount determined by this Honorable Court.

\$1.00 actual damages

\$1,000.00 statutory damages for FCRA violation

\$2,100.00 attorney fees

\$5,000 emotional distress

\$5,000 punitive damages

\$13,101.00

Plaintiff seeks such other relief as this Court deems fair and just.

/s/ Vicki Piontek

12/31/2015

Vicki Piontek, Esquire
Attorney for Plaintiff
951 Allentown Road
Lansdale, PA 19446
877-737-8617
Fax: 866-408-6735
palaw@justice.com

Date

Case 2:16-cv-00518-JS Document 1-1 Filed 02/02/16 Page 18 of 49

IN THE COURT OF COMMON PLEAS
OF MONTGOMERY COUNTY, PENNSYLVANIA

Sarah Iannozzi
2039 Canyon Creek Road
Gilbertsville, PA 19525

Plaintiff

Civil Action - Law

v.
HSBC USA, INC.
452 5th Ave.
New York, NY 10018

and

Jury Trial Demanded

HSBC Bank USA
1105 North Market Street, Floor 1
Wilmington, DE, 19801

and

John Does 1-10

Defendant

VERIFICATION

I, Sarah Iannozzi, have read the attached complaint. The statements contained therein are true and correct to the best of my knowledge, understanding and belief.



Sarah Iannozzi

12-16-15

Date

EXHIBITS

Sarah J. Iannozzi
2039 Canyon Creek Road - Gilbertsville, PA 19525
215- [REDACTED]

HSBC Bank
PO Box 9 Buffalo
NY 14240.0009:

RE: Sarah J. Iannozzi SSN: [REDACTED] DOB: [REDACTED]
Original Alleged Creditor: HSBC Bank
HSBC Partial Account No. [REDACTED] XXXX
Balance \$0
Alleged Charge Off Balance \$163

To Whom it May Concern:

Your company has placed derogatory information about the above referenced account on my credit report. I wish to dispute the above referenced account.

I am not disputing that this account pertains to me. But I am disputing the amount of the alleged charge off balance which you are claiming.

Please provide me with a copy of the contract which proves the amount of the alleged charge off balance which you are claiming. If you do not have a contract, then please provide specific and detailed alternate proof of the alleged high balance.

If you do not have this documentation, then please remove the derogatory information from my consumer report.

Thank you.

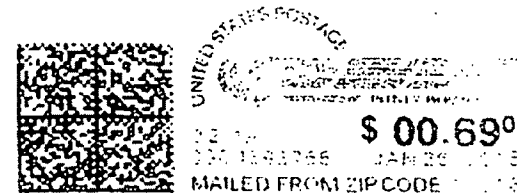
Sincerely,


Sarah J. Iannozz


Date



Taxpayer Financial Services
90 Christiana Road, New Castle, Delaware 19720



19525700139



ORCHARD BANK



SARAH J IANNOZZI

Page 1 of 1

| ACCOUNT SUMMARY | | PAYMENT SUMMARY | | BALANCE SUMMARY | |
|------------------------------|----------|--|----------|----------------------|----------|
| ACCOUNT NUMBER | 4018 | MINIMUM PAYMENT* | \$22.00 | PREVIOUS BALANCE | \$441.82 |
| CASH CREDIT LIMIT † | \$75 | PAYMENT DUE DATE | 02/05/09 | PAYMENTS/CREDITS | \$0.00 |
| CASH LIMIT AVAILABLE | \$0 | OVERDUE AMOUNT | \$182.88 | PURCHASES/DEBITS | \$30.00 |
| TOTAL CREDIT LIMIT | \$900 | PAST DUE AMOUNT | \$83.00 | LATE PAYMENT CHARGE | \$0.00 |
| TOTAL CREDIT LIMIT AVAILABLE | \$0 | CURRENT PAYMENT DUE* | \$204.88 | MISC. FINANCE CHARGE | \$0.00 |
| STATEMENT DATE | 01/11/09 | To avoid additional late and/or overlimit fees, you must pay the Current Payment Due (which includes the Minimum Payment and any Past Due and/or Overlimit Amounts). *See About Your Payment on reverse for an explanation of these amounts. | | FINANCE CHARGE | \$11.37 |
| | | | | NEW BALANCE | \$462.89 |

† Cash Credit Limit is a portion of the Total Credit Limit

| TRANSACTION SUMMARY | | | | | |
|---|-----------|----------------------------|--------------------------|---------|----------------|
| (For additional transaction detail go to www.orchardbank.com) | | | | | |
| TRANS DATE | POST DATE | TRANSACTION DESCRIPTION | REFERENCE NUMBER | CHARGES | AMOUNT CREDITS |
| 01/05 | 01/05 | OVERLINT CHARGE ASSESSMENT | 100000056800000000078320 | \$30.00 | |
| YOUR ACCOUNT IS NOW PAST DUE. PLEASE CALL TODAY TO MAKE YOUR PAYMENT OVER THE PHONE. CALL US AT 800-434-4854. | | | | | |

| PERIODIC FINANCE CHARGE SUMMARY | | | | | |
|--|--|---------------------------|-----------------------------|--|---|
| This is a grace account. Grace period information on back. | | | | | |
| | Balance Subject To Finance Charge Average Daily Balance | Daily Periodic Rate | Days in Billing Cycle | Finance Charges At Periodic Rate | NOMINAL ANNUAL PERCENTAGE RATE |
| PURCHASES | \$433.81 | 0.00650%(M) | 31 | \$11.37 | 29.49%(M) |
| CASH ADVANCES | \$0.00 | 0.00650%(M) | 31 | \$0.00 | 29.49%(M) |
| ANNUAL PERCENTAGE RATE** | | 29.49% | | | |
| **May be higher than Nominal Percentage Rate if statement includes radio, finance charges. | | | | | |
| (M) Indicates variable rate | | | | | |

| IMPORTANT INFORMATION | |
|---|--|
| Your credit line available for Cash Advances has been adjusted as shown in the Cash Credit Limit above. | |

✓ MAIL PAYMENTS TO:
HSEC CARD SERVICES
PO BOX 17051
BALTIMORE MD 21297-1051

❓ QUESTIONS?
24-HOUR AUTOMATED ACCOUNT INFORMATION
ENGLISH 1-800-477-1034
ESPAÑOL 1-800-203-4834
Manage your account online at:
www.orchardbank.com

✉ MAIL INQUIRIES TO:
HSEC CARD SERVICES
PO BOX 60034
SALINAS CA 95012-0034

110010 5 A 11 000000008 0 678/07 D 1 00095371 0091
PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT: To Assure Proper Credit Please Write Your Account Number On Your Check

| | | | |
|--|-----------------|----------------------------|-----------------|
| Account Number | | 4018 | |
| New Balance | \$462.89 | Minimum Payment | \$22.00 |
| Payment Due Date | 02/05/09 | Current Payment Due | \$204.89 |
| Include account number on check to HSEC CARD SERVICES. Do not send cash. Send payment 7 to 10 days prior to Payment Due Date to ensure timely delivery. To avoid additional late and/or overlimit fees, pay the Current Payment Due. | | | |

Amount
Enclosed

#BXNHYT8
#383013244018#
SARAH J IANNOZZI
41 N RICHARDSON AVE
LANSDALE PA 19446-2128

|||||
HSEC CARD SERVICES
PO BOX 17051
BALTIMORE MD 21297-1051

466309001324401800020499000482995

ORCHARD BANK



SARAH J IANNOZZI

Page 1 of 1

| ACCOUNT SUMMARY | | PAYMENT SUMMARY | | BALANCE SUMMARY | |
|------------------------------|----------|--|----------|----------------------|----------|
| ACCOUNT NUMBER | 4018 | MINIMUM PAYMENT* | \$23.00 | PREVIOUS BALANCE | \$482.89 |
| CASH CREDIT LIMIT † | \$75 | PAYMENT DUE DATE | 03/08/09 | PAYMENTS/CREDITS | \$0.00 |
| CASH LIMIT AVAILABLE | \$0 | OVERLIMIT AMOUNT | \$195.24 | PURCHASES/DEBITS | \$0.00 |
| TOTAL CREDIT LIMIT | \$900 | PAST DUE AMOUNT | \$105.00 | LATE PAYMENT CHARGE | \$0.00 |
| TOTAL CREDIT LIMIT AVAILABLE | \$0 | CURRENT PAYMENT DUE* | \$216.24 | MISC. FINANCE CHARGE | \$0.00 |
| STATEMENT DATE | 02/11/09 | To avoid additional late and/or overlimit fees, you must pay the Current Payment Due (which includes the Minimum Payment and any Past Due and/or Overlimit Amounts). *See About Your Payment on reverse for an explanation of these amounts. | | FINANCE CHARGE | \$12.25 |
| | | | | NEW BALANCE | \$495.24 |

† Cash Credit Limit is a portion of the Total Credit Limit

| PERIODIC FINANCE CHARGE SUMMARY | | | | | |
|--|--|---------------------------|-----------------------------|--|---|
| This is a grace account. Grace period information on back. | | | | | |
| | Balance Subject To Finance Charge Average Daily Balance | Daily Periodic Rate | Days in Billing Cycle | Finance Charges At Periodic Rate | NOMINAL ANNUAL PERCENTAGE RATE |
| PURCHASES | \$482.89 | 0.000000%(V) | 31 | \$12.25 | 29.49%(V) |
| CASH ADVANCES | \$0.00 | 0.000000%(V) | 31 | \$0.00 | 29.49%(V) |
| ANNUAL PERCENTAGE RATE** | 29.49% | | | | |
| **May be higher than Nominal Percentage Rate if statement includes rules, finance charges. | | | | | |
| (V) indicates variable rate | | | | | |

IMPORTANT INFORMATION

Your account has been placed with a collection agency. Please contact them directly, or call us at 1-800-388-6333.

✓ MAIL PAYMENTS TO:

HSBC CARD SERVICES
PO BOX 17051
BALTIMORE MD 21297-1051

❓ QUESTIONS?

24-HOUR AUTOMATED ACCOUNT INFORMATION
ENGLISH 1-800-477-1024
ESPAÑOL 1-800-293-4834Manage your account online at:
www.orchardbank.com

✉ MAIL INQUIRIES TO:

HSBC CARD SERVICES
PO BOX 80034
BALDIAS CA 95972-003411001051 11 0000000568 0 STMT07 D 1
PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT. To Assure Proper Credit Please Write Your Account Number On Your Check.

00021339 0051

| Account Number | | | |
|--|----------|---------------------|----------|
| New Balance | \$495.24 | Minimum Payment | \$23.00 |
| Payment Due Date | 03/08/09 | Current Payment Due | \$216.24 |
| Include account number on check to HSBC CARD SERVICES. Do not send cash. Send payment 7 to 10 days prior to Payment Due Date to ensure timely delivery. To avoid additional late and/or overlimit fees, pay the Current Payment Due. | | | |

Amount
Enclosed

#BXNHYTS
 #363013244018#
 SARAH J IANNOZZI
 41 N RICHARDSON AVE
 LANSDALE PA 19446-2128



HSBC CARD SERVICES
 PO BOX 17051
 BALTIMORE MD 21297-1051

466309001324401800021824000495243

ORCHARD BANK



SARAH J IANNOZZI

Page 1 of 2

| ACCOUNT SUMMARY | | PAYMENT SUMMARY | | BALANCE SUMMARY | |
|------------------------------|----------|--|----------|---------------------|----------|
| ACCOUNT NUMBER | 4018 | MINIMUM PAYMENT* | \$20.00 | PREVIOUS BALANCE | \$388.03 |
| CASH CREDIT LIMIT † | \$500 | PAYMENT DUE DATE | 01/05/09 | PAYMENTS/CREDITS | \$0.00 |
| CASH LIMIT AVAILABLE | \$0 | OVERLAP AMOUNT | \$141.62 | PURCHASES/DEBITS | \$33.68 |
| TOTAL CREDIT LIMIT | \$300 | PAST DUE AMOUNT | \$83.00 | LATE PAYMENT CHARGE | \$0.00 |
| TOTAL CREDIT LIMIT AVAILABLE | \$0 | CURRENT PAYMENT DUE* | \$161.62 | 10% FINANCE CHARGE | \$0.00 |
| STATEMENT DATE | 12/11/08 | To avoid additional late and/or overlap fees, you must pay the Current Payment Due (which includes the Minimum Payment and any Past Due and/or Overlap Amounts). *See About Your Payment on reverse for an explanation of these amounts. | | FINANCE CHARGE | \$9.91 |
| | | | | NEW BALANCE | \$441.62 |

† Cash Credit Limit is a portion of the Total Credit Limit

| TRANSACTION SUMMARY | | | | | |
|---|-----------|----------------------------------|----------------------------------|---------|---------|
| (For additional transaction detail go to www.orchardbank.com) | | | | | |
| TRANS DATE | POST DATE | TRANSACTION DESCRIPTION | REFERENCE NUMBER | AMOUNT | |
| | | | | CHARGES | CREDITS |
| 12/06 | 12/07 | OVERLAP CHARGE ASSESSMENT | 10000000000000000000000000000000 | \$30.00 | |
| 12/11 | 12/11 | ACCOUNT SECURE PLUS 600-690-1532 | | \$3.68 | |

YOUR ACCOUNT IS NOW PAST DUE. PLEASE CALL TODAY TO MAKE YOUR PAYMENT OVER THE PHONE. CALL US AT 609-434-4854.

| PERIODIC FINANCE CHARGE SUMMARY | | | | | |
|--|-----------------------------------|-----------------------|---------------------|-----------------------|----------------------------------|
| This is a grace account. Grace period information on back. | | | | | |
| | Balance Subject To Finance Charge | Average Daily Balance | Daily Periodic Rate | Days in Billing Cycle | Finance Charges At Periodic Rate |
| PURCHASES | \$408.74 | | 0.030607%(M) | 30 | \$9.91 |
| CASH ADVANCES | \$0.00 | | 0.030607%(M) | 30 | \$0.00 |
| ANNUAL PERCENTAGE RATE** | 29.49% | | | | |

**May be higher than Nominal Percentage Rate if statement includes miss. finance charges.
(V) indicates variable rate

✓ MAIL PAYMENTS TO:
HSBC CARD SERVICES
PO BOX 17051
BALTIMORE MD 21297-1051

❓ QUESTIONS?
24-HOUR AUTOMATED ACCOUNT INFORMATION
ENGLISH 1-800-477-1024
ESPAÑOL 1-800-393-4834
Manage your account online at:
www.orchardbank.com

✉ MAIL INQUIRIES TO:
HSBC CARD SERVICES
PO BOX 50084
SALINAS CA 95012-0084

110010 8 A 11 0000000006 G STMT07 D 1 00022012 0001
PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT: To Assure Proper Credit Please Write Your Account Number On Your Check

| Account Number | | | 4018 |
|------------------|----------|---------------------|----------|
| New Balance | \$441.62 | Minimum Payment | \$20.00 |
| Payment Due Date | 01/05/09 | Current Payment Due | \$161.62 |

Include account number on check to HSBC CARD SERVICES. Do not send cash. Send payment 7 to 10 days prior to Payment Due Date to ensure timely delivery. To avoid additional late and/or overlap fees, pay the Current Payment Due.

Amount
Enclosed

#BXNHYS
#363013244018#
SARAH J IANNOZZI
41 N RICHARDSON AVE
LANSDALE PA 19446-2125



HSBC CARD SERVICES
PO BOX 17051
BALTIMORE MD 21297-1051



46630900132440180001616200041629

ORCHARD BANK



SARAH J IANNOZZI

Page 2 of 2

IMPORTANT INFORMATION

Your AccountSecure® protection has been suspended due to the past due status of your account. Your benefits may be eligible for reinstatement once the status of your account meets the eligibility requirements outlined in the enrollment information.

CARDMEMBER NEWS

Save time - pay your bill online.
Don't waste time and money on stamps and checks! Simply choose your payment amount and select a payment date. Enroll today at orchardbank.com.

✓ MAIL PAYMENTS TO:

HSSC CARD SERVICES
PO BOX 17081
BALTIMORE MD 21287-1081

24 HOUR AUTOMATED ACCOUNT INFORMATION

ENGLISH 1-800-477-1124
ESPAÑOL 1-800-280-4534
Manage your account online at:
www.orchardbank.com

✉ MAIL INQUIRIES TO:

HSSC CARD SERVICES
PO BOX 6004
BALTIMORE CA 93012-0004

110010 6A 11 000000000 0 STMT07 0 1

00002012

00061

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT. To Assure Proper Credit Please Write Your Account Number On Your Check



January 23, 2015

Sarah Iannozzi
2039 Canyon Creek Rd
Gilbertsville PA 19525

RE: Account # ending in 4018

Dear Sarah Iannozzi,

Thank you for your recent correspondence dated January 3, 2015.

Your account originally opened with a contract date of October 1, 2007 was sold to Portfolio Recovery on or about September 18, 2009 due to delinquency and charge-off. Accordingly, we have forwarded your correspondence to Portfolio Recovery, owner of your account.

Our records indicate a first date of delinquency is September 11, 2008. Credit Bureau reporting remains with the account for 7 years from the 1st date of delinquency therefore any reporting would automatically purge off of the bureaus on or about September 11, 2015. Enclosed are the most recent statements for the account referenced above.

If you have any additional questions regarding your account, please contact to Portfolio Recovery at 1-800-772-1413.

Sincerely,

✓ Transitional Services, HSBC

HSBC Bank USA, National Association
Card Operations, Transitional Services
90 Christiana Road
New Castle DE 19720
Fax (877) 626-1754

ORCHARD BANK



SARAH J IANNOZZI

Page 1 of 1

| ACCOUNT SUMMARY | | PAYMENT SUMMARY | | BALANCE SUMMARY | |
|------------------------------|----------|--|----------|----------------------|----------|
| ACCOUNT NUMBER | 4018 | MINIMUM PAYMENT* | \$22.00 | PREVIOUS BALANCE | \$498.24 |
| CASH CREDIT LIMIT † | \$75 | PAYMENT DUE DATE | 04/05/09 | PAYMENTS/CREDITS | \$0.00 |
| CASH LIMIT AVAILABLE | \$0 | OVERLIMIT AMOUNT | \$205.57 | PURCHASES/DEBITS | \$0.00 |
| TOTAL CREDIT LIMIT | \$300 | PAST DUE AMOUNT | \$128.00 | LATE PAYMENT CHARGE | \$0.00 |
| TOTAL CREDIT LIMIT AVAILABLE | \$0 | CURRENT PAYMENT DUE* | \$228.57 | MISC. FINANCE CHARGE | \$0.00 |
| STATEMENT DATE | 03/11/09 | To avoid additional late and/or overlimit fees, you must pay the Current Payment Due (which includes the Minimum Payment and any Past Due and/or Overlimit Amounts). *See About Your Payment on reverse for an explanation of these amounts. | | FINANCE CHARGE | \$11.23 |
| | | | | NEW BALANCE | \$509.57 |

† Cash Credit Limit is a portion of the Total Credit Limit.

| PERIODIC FINANCE CHARGE SUMMARY | | | | | | |
|---|--------------------------------------|--------------------------|---------------------------|-----------------------------|--|---|
| This is a grace account. Grace period information on back. | | | | | | |
| | Balance Subject To Finance Charge | Average Daily Balance | Daily Periodic Rate | Days in Billing Cycle | Finance Charges At Periodic Rate | NOMINAL ANNUAL PERCENTAGE RATE |
| PURCHASES | \$500.68 | | 0.00680%(M) | 28 | \$11.23 | 29.49%(M) |
| CASH ADVANCES | \$0.00 | | 0.00680%(M) | 28 | \$0.00 | 29.49%(M) |
| ANNUAL PERCENTAGE RATE** | | 29.49% | | | | |
| **May be Higher than Nominal Percentage Rate if statement includes misc. finance charges. | | | | | | |
| (M) indicates variable rate | | | | | | |

✓ MAIL PAYMENTS TO:
HSBC CARD SERVICES
PO BOX 17051
BALTIMORE MD 21297-1051

❓ QUESTIONS?
24-HOUR AUTOMATED ACCOUNT INFORMATION
ENGLISH 1-800-477-1024
ESPAÑOL 1-800-283-6834
Manage your account online at:
www.orchardbank.com

✉ MAIL INQUIRIES TO:
HSBC CARD SERVICES
PO BOX 80094
BALDIAS CA 95012-0094

150010 81 11 000000508 0 6TM07 0 1

00016318

0051

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT: To Assure Proper Credit Please Write Your Account Number On Your Check

| | | | |
|--|----------|---------------------|----------|
| Account Number | | | 4018 |
| New Balance | \$509.57 | Minimum Payment | \$22.00 |
| Payment Due Date | 04/05/09 | Current Payment Due | \$228.57 |
| Include account number on check to HSBC CARD SERVICES. Do not send cash. Send payment 7 to 10 days prior to Payment Due Date to ensure timely delivery. To avoid additional late and/or overlimit fees, pay the Current Payment Due. | | | |

Amount
Enclosed

#BXNHYT6
#383013244019#
SARAH J IANNOZZI
41 N RICHARDSON AVE
LANSDALE PA 19446-2125



HSBC CARD SERVICES
PO BOX 17051
BALTIMORE MD 21297-1051

466309001324401800022857000506576

ORCHARD BANK



SARAH J IANNOZZI

Page 2 of 2

IMPORTANT INFORMATION

Your AccountSecured protection has been suspended due to the past due status of your account. Your benefits may be eligible for reinstatement once the status of your account meets the eligibility requirements outlined in the enrollment information.

*******CARDMEMBER NEWS*******

Save time - pay your bill online.
Don't waste time and money on stamps and checks! Simply choose your payment amount and select a payment date. Email today at orchardbank.com.

MAIL PAYMENTS TO:

HSBC CARD SERVICES
PO BOX 17031
BALTIMORE MD 21287-1031

QUESTIONS?

24-HOUR AUTOMATED ACCOUNT INFORMATION
ENGLISH 1-800-477-1034
ESPAÑOL 1-800-288-6534
E Mail Message your account online at:
www.orchardbank.com

MAIL INQUIRIES TO:

HSBC CARD SERVICES
PO BOX 6504
BALTIMORE MD 21208-0004

1101016 A 11 0000000000 0 FINANCY D 1

00023012

00031

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT. To Access Paper Credit Please Write Your Account Number On Your Check



Page 1 of 1

| BALANCE SUMMARY | |
|----------------------|----------|
| PREVIOUS BALANCE | \$441.02 |
| PAYMENTS/CREDITS | \$0.00 |
| PURCHASES/DEBITS | \$30.00 |
| LATE PAYMENT CHARGE | \$0.00 |
| MISS. FINANCE CHARGE | \$0.00 |
| FINANCE CHARGE | \$11.87 |
| NEW BALANCE | \$482.89 |

† Cash Credit Limit is a portion of the Total Credit Limit

| TRANSACTION SUMMARY | | | |
|---|--------------|-----------------------------|------------------------|
| (For additional transaction detail go to www.comcastbank.com) | | | |
| TRANS DATE | POST DATE | TRANSACTION DESCRIPTION | REFERENCE NUMBER |
| 01/05 | 01/05 | OVERLIMIT CHARGE ASSESSMENT | 1000000508000056678320 |

| AMOUNT | |
|---------|---------|
| CHARGES | CREDITS |
| \$20.00 | |

YOUR ACCOUNT IS NOW PAST DUE. PLEASE CALL TODAY TO MAKE YOUR PAYMENT OVER THE PHONE. CALL US AT 800-434-4954.

| PERIODIC FINANCE CHARGE SUMMARY | | | | | |
|--|--|---------------------------|-----------------------------|--|---|
| This is a grace account. Grace period information on back. | | | | | |
| | Balance Subject To Finance Charge Average Daily Balance | Daily Periodic Rate | Days in Billing Cycle | Finance Charges At Periodic Rate | NOMINAL ANNUAL PERCENTAGE RATE |
| PURCHASES | \$453.81 | 0.08080% ^(*) | 31 | \$11.37 | 29.69% ^(*) |
| CASH ADVANCES | \$0.00 | 0.08080% ^(*) | 31 | \$0.00 | 29.69% ^(*) |
| ANNUAL PERCENTAGE RATE** | | 29.690% | | | |

^(*)May be higher than Nominal Percentage Rate if statement includes miss. finance charges.
^(V)Indicates variable rate

IMPORTANT INFORMATION

Your credit line available for Cash Advances has been adjusted as shown in the Cash Credit Limit above.

✓ **MAIL PAYMENTS TO:**
HSEC CARD SERVICES
PO BOX 17081
BALTIMORE MD 21297-1051

❓ QUESTIONS?
24-HOUR AUTOMATED ACCOUNT INFORMATION
ENGLISH 1-800-477-1034
ESPAÑOL 1-800-393-4834
❑ Manage your account online at:
www.orchardbank.com

MAIL INQUIRIES TO:
NSBC CARD SERVICES
PO BOX 60034
BALDWIN CA 93912-0034

110010 6A 11 0000000603 3 STMT07 0 1

00090171 0091

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT: To Assure Proper Credit Please Write Your Account Number On Your Check

| | | |
|-----------------------|----------|------------------------------|
| Account Number | | 4018 |
| New Balance | \$482.99 | Minimum Payment \$22.00 |
| Payment Due Date | 02/05/09 | Current Payment Due \$204.89 |

Include account number on check to HSBG CARD SERVICES. Do not send cash. Send payment 7 to 10 days prior to Payment Due Date to ensure timely delivery. To avoid additional late and/or overpayment fees, pay the Current Payment Due.

Amount Enclosed

#BWNHYTS
#383013244010#
BARAH J LAMWOYEI
41 W RICHARDSON AVE
LANSDALE PA 19446-2129



HSBC CARD SERVICES
PO BOX 17051
BALTIMORE MD 21297-1051

466309001324401800020499000482995

ORCHARD BANK



SARAH J IANNOZZI

Page 1 of 1

| ACCOUNT SUMMARY | | PAYMENT SUMMARY | | BALANCE SUMMARY | |
|------------------------------|----------|--|----------|----------------------|----------|
| ACCOUNT NUMBER | 4018 | MINIMUM PAYMENT* | \$23.00 | PREVIOUS BALANCE | \$482.09 |
| CASH CREDIT LIMIT † | \$75 | PAYMENT DUE DATE | 03/08/09 | PAYMENTS/CREDITS | \$0.00 |
| CASH LIMIT AVAILABLE | \$0 | OVERLIMIT AMOUNT | \$195.34 | PURCHASES/DEBITS | \$0.00 |
| TOTAL CREDIT LIMIT | \$300 | PAST DUE AMOUNT | \$109.00 | LATE PAYMENT CHARGE | \$0.00 |
| TOTAL CREDIT LIMIT AVAILABLE | \$0 | CURRENT PAYMENT DUE* | \$219.34 | MISC. FINANCE CHARGE | \$0.00 |
| STATEMENT DATE | 02/11/09 | To avoid additional late and/or overlimit fees, you must pay the Current Payment Due (which includes the Minimum Payment and any Past Due and/or Overlimit Amounts). *See About Your Payment on reverse for an explanation of these amounts. | | FINANCE CHARGE | \$12.25 |
| | | | | NEW BALANCE | \$493.34 |

† Cash Credit Limit is a portion of the Total Credit Limit.

| PERIODIC FINANCE CHARGE SUMMARY | | | | | |
|--|--|---------------------|-----------------------|----------------------------------|--------------------------------|
| This is a grace account. Grace period information on back. | | | | | |
| | Balance Subject To Finance Charge Average Daily Balance | Daily Periodic Rate | Days in Billing Cycle | Finance Charges At Periodic Rate | NOMINAL ANNUAL PERCENTAGE RATE |
| PURCHASES | \$488.69 | 0.00060%(V) | 31 | \$12.25 | 29.49%(V) |
| CASH ADVANCES | \$0.00 | 0.00000%(V) | 31 | \$0.00 | 29.49%(V) |
| ANNUAL PERCENTAGE RATE** | 29.49% | | | | |
| **May be higher than Nominal Percentage Rate if statement includes other finance charges. (V) indicates variable rate | | | | | |

IMPORTANT INFORMATION

Your account has been placed with a collection agency. Please contact them directly, or call us at 1-800-388-5333.

✓ MAIL PAYMENTS TO:

HSBC CARD SERVICES
PO BOX 17051
BALTIMORE MD 21297-1051

❓ QUESTIONS?

24-HOUR AUTOMATED ACCOUNT INFORMATION
ENGLISH 1-800-477-1024
ESPAÑOL 1-800-269-4834Manage your account online at:
www.orchardbank.com

✉ MAIL INQUIRIES TO:

HSBC CARD SERVICES
PO BOX 50034
SALINAS CA 95012-0034

11001061 11 000000508 G STMT07 D 1

00021896 0051

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT: To Assure Proper Credit Please Write Your Account Number On Your Check

| Account Number | | | |
|--|----------|---------------------|----------|
| Now Balance | \$493.34 | Minimum Payment | \$23.00 |
| Payment Due Date | 03/08/09 | Current Payment Due | \$219.34 |
| Include account number on check to HSBC CARD SERVICES. Do not send cash. Send payment 7 to 10 days prior to Payment Due Date to ensure timely delivery. To avoid additional late and/or overlimit fees, pay the Current Payment Due. | | | |

Amount
Enclosed

#BWNHYT8

#3630132440189

SARAH J IANNOZZI

41 N RICHARDSON AVE

LANSDALE PA 19446-2125

HSBC CARD SERVICES

PO BOX 17051

BALTIMORE MD 21297-1051

466309001324401800021824000495243

ORCHARD BANK



SARAH J IANNOZZI

Page 1 of 1

| ACCOUNT SUMMARY | | PAYMENT SUMMARY | | BALANCE SUMMARY | |
|------------------------------|----------|--|----------|----------------------|----------|
| ACCOUNT NUMBER | 4018 | MINIMUM PAYMENT* | \$22.00 | PREVIOUS BALANCE | \$495.24 |
| CASH CREDIT LIMIT † | \$75 | PAYMENT DUE DATE | 04/05/09 | PAYMENTS/CREDITS | \$0.00 |
| CASH LIMIT AVAILABLE | \$0 | OVERLAP AMOUNT | \$205.87 | PURCHASES/DEBITS | \$0.00 |
| TOTAL CREDIT LIMIT | \$300 | PAST DUE AMOUNT | \$128.00 | LATE PAYMENT CHARGE | \$0.00 |
| TOTAL CREDIT LIMIT AVAILABLE | \$0 | CURRENT PAYMENT DUE* | \$228.67 | MISC. FINANCE CHARGE | \$0.00 |
| STATEMENT DATE | 03/11/09 | To avoid additional late and/or overlimit fees, you must pay the Current Payment Due (which includes the Minimum Payment and any Past Due and/or Overlimit Amounts). *See About Your Payment on reverse for an explanation of these amounts. | | FINANCE CHARGE | \$11.33 |
| | | | | NEW BALANCE | \$506.57 |

† Cash Credit Limit is a portion of the Total Credit Limit

| PERIODIC FINANCE CHARGE SUMMARY | | | | | |
|---|--|---------------------------|-----------------------------|--|---|
| This is a grace account. Grace period information on back. | | | | | |
| | Balance Subject To Finance Charge Average Daily Balance | Daily Periodic Rate | Days in Billing Cycle | Finance Charges At Periodic Rate | NOMINAL ANNUAL PERCENTAGE RATE |
| PURCHASES | \$500.55 | 0.03650%(v) | 28 | \$11.33 | 29.49%(v) |
| CASH ADVANCES | \$0.00 | 0.03650%(v) | 28 | \$0.00 | 29.49%(v) |
| ANNUAL PERCENTAGE RATE** | | 29.49% | | | |
| **May be higher than Nominal Percentage Rate if statement includes misc. finance charges. | | | | | |
| (V) indicates variable rate | | | | | |

✓ MAIL PAYMENTS TO:
HSBC CARD SERVICES
PO BOX 17051
BALTIMORE MD 21297-1051

☎ QUESTIONS?
24-HOUR AUTOMATED ACCOUNT INFORMATION
ENGLISH 1-800-477-1024
ESPAÑOL 1-800-293-4834
☑ Manage your account online at:
www.orchardbank.com

☑ MAIL INQUIRIES TO:
HSBC CARD SERVICES
PO BOX 60054
SALINAS CA 95912-0054

11001051 11 0000000508 0 STMT07 D 1

00010010 D051

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT: To Assure Proper Credit Please Write Your Account Number On Your Check

| Account Number | | | |
|--|----------|---------------------|----------|
| New Balance | \$506.57 | Minimum Payment | \$22.00 |
| Payment Due Date | 04/05/09 | Current Payment Due | \$228.67 |
| Include account number on check to HSBC CARD SERVICES. Do not send cash. Send payment 7 to 10 days prior to Payment Due Date to ensure timely delivery. To avoid additional late and/or overlimit fees, pay the Current Payment Due. | | | |

Amount
Enclosed

#BXNDHYTS
#383013244018#
SARAH J IANNOZZI
41 N RICHARDSON AVE
LANSDALE PA 19446-2125



HSBC CARD SERVICES
PO BOX 17051
BALTIMORE MD 21297-1051

466309001324401800022857000506576

Sarah J. Iannozzi
2039 Canyon Creek Road - Gilbertsville, PA 19525
215-██████████

HSBC Bank
PO Box 9 Buffalo
NY 14240.0009:

RE: Sarah J. Iannozzi SSN: ██████████ DOB: ██████████
Original Alleged Creditor: HSBC Bank
HSBC Partial Account No. ██████████ XXX
Balance \$0
Alleged Charge Off Balance \$163

To Whom it May Concern:

Your company has placed derogatory information about the above referenced account on my credit report. I wish to dispute the above referenced account.

I am not disputing that this account pertains to me. But I am disputing the amount of the alleged charge off balance which you are claiming.

Please provide me with a copy of the contract which proves the amount of the alleged charge off balance which you are claiming. If you do not have a contract, then please provide specific and detailed alternate proof of the alleged high balance.

If you do not have this documentation, then please remove the derogatory information from my consumer report.

Thank you.

Sincerely,


Sarah J. Iannozzi

5/20/15
Date

Sarah J. Iannozzi
2039 Canyon Creek Road - Gilbertsville, PA 19525
215- [REDACTED]

Experian
P.O. Box 2002
Allen, TX 75013

RE: Sarah J. Iannozzi SSN: [REDACTED] DOB: [REDACTED]
HSBC Partial Account No. [REDACTED] XXXX
Balance \$0
Alleged Charge Off Balance \$163

To Whom it May Concern:

I wish to dispute the above referenced account. I am not disputing that this account pertains to me. But I am disputing the amount of the alleged charge off balance which HSBC is claiming.

I have written to HSBC in the past. I have asked HSBC to provide me with a copy of the contract which proves the amount of the alleged charge off balance which they are claiming. See attached exhibits.

HSBC has received my dispute and request for documentation. HSBC has responded But the response is woefully deficient. HSBC never produced any contract to justify the imposition of fees, interest and other charges. HSBC sent a series of account statements for the account. But these statements are not a contract and by themselves do not justify the amount of interest, finance charges or other fees. See attached exhibits.

Because of the lack of documentation, please remove the derogatory information from my consumer report.

Thank you.

Sincerely,


Sarah J. Iannozzi

5/20/15
Date



Prepared for: SARAH J IANNOZZI
Date: June 15, 2015
Report number: 4155-9958-18

Page 1 of 4

Dear SARAH J IANNOZZI,

To assist you in understanding your correction summary, we have provided additional information that relates directly to items on your personal credit report.

HSBC BANK

PLEASE CONTACT CREDIT GRANTOR AT -8007721413-

According to the Fair Credit Reporting Act (FCRA), a national consumer credit reporting agency's role in the dispute process is to review the accuracy and completeness of any disputed item which may include contacting the source of the disputed information and informing them of all relevant information regarding the consumer's dispute. If the issue is not resolved, then the consumer credit reporting agency must offer to include a consumer statement on the personal credit report.

The Consumer Financial Protection Bureau (the government agency charged with enforcement of the FCRA) does not require that the consumer credit reporting company obtain documentation such as the actual signed sales slips, signature cards, contracts, etc.; nor does it require that consumer credit reporting agencies act as mediators or negotiators in account disputes.

Sincerely,

Experian
NCAC
PO BOX 9701
Allen TX 75013



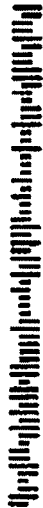
Scan me with your smart phone
for special offers from Experian.

0433017529

PO Box 9701
Allen, TX 75013



0014695 01480436 **AUTO T407143 19535-700139 C01-P147094
SARAH J IANNOZZI
2039 CANYON CREEK ROAD
GILBERTSVILLE PA 19525-7001





Prepared for: SARAH J IANNOZZI
 Date: June 16, 2015
 Report number: 4155-9958-18

Page 3 of 4

Your accounts in good standing

These items may stay on your credit report for as long as they are open. Once an account is closed or paid off it may continue to appear on your report for up to ten years.

Payment history legend

| | | | |
|------------|---------------------------------|------------|------------------------------|
| OK | Current/Terms of agreement met | VS | Voluntarily surrendered |
| 30 | Account 30 days past due | R | Repossession |
| 60 | Account 60 days past due | PC | Paid by creditor |
| 90 | Account 90 days past due | IC | Insurance claim |
| 120 | Account 120 days past due | CG | Claim filed with government |
| 150 | Account 150 days past due | D | Defaulted on contract |
| 180 | Account 180 days past due | C | Collection |
| CRD | Creditor received deed | CO | Charge off |
| FS | Foreclosure proceedings started | CLS | Closed |
| FE | Foreclosed | ND | No data for this time period |

Credit items

HSBC BANK
 PO BOX 9
 BUFFALO NY 14240
 Phone number
 (888) 385 8916
 Partial account number
 468308001324....
 Address identification number
 0041330785
 Sold to: PORTFOLIO RECOVERY

Date opened
 Oct 2007
 First reported
 Sep 2009
 Date of status
 Sep 2009

Type
 Credit card
 Terms
 Not reported
 Monthly
 payment
 Not reported

Credit limit or
 original amount
 Not reported
 High balance
 \$508

Recent balance
 \$0 as of Sep 2009

Responsibility
 Individual
 Status
 Closed.

This account is scheduled to continue on record until Sep 2019.

Comment

Account information disputed by consumer (Meets requirement of the Fair Credit Reporting Act).

Comment:

Purchased by another lender.

This item was updated from our processing of your dispute in Jun 2015.

Payment history

2009
 SEP
CLS

0433017529



Prepared for: **SARAH J IANNOZZI**
Date: **June 16, 2015**
Report number: **4155-9958-18**

Page 4 of 4

— End of Report —

If you disagree with information in your report you may dispute most information at:
www.experian.com/disputes

You may also visit www.experian.com to view your report again.

0433017529

VS.

NO. 2015-32351

PRIF0034
R 10/11

BRUNO, GERBINO & SORIANO, LLP

COUNSELLORS AT LAW

445 BROAD HOLLOW ROAD - SUITE 220

MELVILLE, NEW YORK 11747-3601

TO:

HSBC Bank, N.A.
Office of the General Counsel
One HSBC Center, 27th Floor
Buffalo, New York 14203-2827

Exhibit B

STRADLEY RONON STEVENS & YOUNG, LLP

By: Christine M. Debevec, Esq.

PA Attorney No. 88107

Thomas M. Brodowski, Esq.

PA Attorney No. 207377

2005 Market Street, Suite 2600

Philadelphia, PA 19103

(215) 564-8000

(215) 564-8120 – fax

Attorneys for Defendant,

HSBC Card Services, Inc.

(misidentified in the Complaint as

“HSBC USA, Inc. and

HSBC Bank USA”)

SARAH IANNOZZI,

Plaintiff,

v.

HSBC USA, INC. and
HSBC BANK USA, and
X, Y, Z Corporations,

Defendants.

:
: IN THE COURT OF COMMON PLEAS
: OF MONTGOMERY COUNTY

:
: CIVIL ACTION - LAW

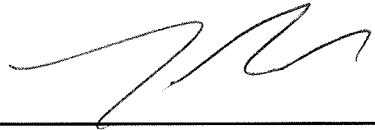
:
: No. 2015-32332
:
:
:

NOTICE OF FILING OF NOTICE OF REMOVAL

Pursuant to 28 U.S.C. § 1446(d), Defendant, HSBC Card Services, Inc.

(misidentified in the Complaint as “HSBC USA, Inc. and HSBC Bank USA”) (“HSBC”), by and through undersigned counsel, hereby gives notice that it has filed in the United States District Court for the Eastern District of Pennsylvania the attached Notice of Removal (without exhibits) of the above-captioned action.

Pursuant to 28 U.S.C. § 1446, the filing of this Notice effects the removal of this action to the federal court, and this Court is directed to “proceed no further unless and until the case is remanded.” 28 U.S.C. § 1446(d).



Christine M. Debevec, Esquire
Thomas M. Brodowski, Esquire
STRADLEY RONON STEVENS & YOUNG, LLP
2005 Market Street, Suite 2600
Philadelphia, PA 19103
(215) 564-8000
(215) 564-8120 – fax

Dated: February 1, 2016

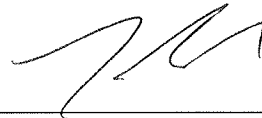
*Attorneys for Defendant,
HSBC Card Services, Inc.
(misidentified in the Complaint as "HSBC USA,
Inc. and HSBC Bank USA")*

CERTIFICATE OF SERVICE

I, Thomas M. Brodowski, Esquire, hereby certify that a true and correct copy of the foregoing Notice of Filing of Notice of Removal was served via UPS Overnight Delivery, First Class U.S. mail, and e-mail upon the following:

Vicki Piontek, Esquire
951 Allentown Road
Lansdale, PA 19446
vicki.piontek@gmail.com
Attorney for Plaintiff

Dated: February 1, 2016



Thomas M. Brodowski

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

SARAH IANNOZZI,

Plaintiff,

vs.

HSBC USA, INC. and
HSBC BANK USA.,

Defendants.

:
:
: No.
:
:
:
:
:
:
:
:
:

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1441 and 28 U.S.C. 1446, Defendant, HSBC Card Services, Inc. (misidentified in the Complaint as “HSBC USA, Inc. and HSBC Bank USA”) (“HSBC”), by and through undersigned counsel, hereby removes to the United States District Court for the Eastern District of Pennsylvania the case styled as Sarah Iannozzi v. HSBC USA, Inc., et al., Docket No. 2015-32332 (the “State Court Action”), originally filed in the Pennsylvania Court of Common Pleas of Montgomery County, Civil Division.

As grounds for removal, HSBC states as follows:

THE REMOVED CASE

1. Plaintiff, Sarah Iannozzi (“Plaintiff”), initiated the State Court Action by filing a Complaint against HSBC on December 31, 2015. HSBC received the Complaint through U.S. Mail on or about January 4, 2016. Pursuant to 28 U.S.C. § 1446(a), a copy of the Summons and Complaint, as received by HSBC, is attached hereto as “Exhibit A.”

2. This Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b), because it is filed within less than thirty days after service of the Summons and Complaint on HSBC.

3. In the Complaint, Plaintiff alleges that HSBC violated the federal Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (“FCRA”), because it “failed and willfully refused to conduct an investigation” regarding an alleged consumer debt which appeared on Plaintiff’s credit report, despite allegedly receiving written requests from Plaintiff to do so. (Compl. ¶¶ 17-18.) Plaintiff also alleges that HSBC improperly verified “derogatory information” to Experian Information Solutions, Inc., without first conducting an appropriate investigation. (Id. ¶ 20, 29.)

4. Consequently, Plaintiff has asserted claims arising under the laws of the United States, namely, FCRA.

5. This Court has federal question jurisdiction over the entire case pursuant to 28 U.S.C. § 1331, in that the claims “aris[e] under the ... laws ... of the United States.”

6. This Court is the United States District Court for the district within which the State Court Action is pending. The State Court Action is properly removed to this Court pursuant to 28 U.S.C. §§ 1441 and 1446.

7. Pursuant to 28 U.S.C. § 1446(d), written notice of the filing of this Notice of Removal, together with a copy of this Notice of Removal and attached exhibits, is being filed with the Prothonotary of the Montgomery County Court of Common Pleas, Civil Division, and served on Plaintiff. A copy of the Notice to the State Court of Filing of Notice of Removal is attached hereto as “Exhibit B.”

8. In filing this Notice of Removal, HSBC reserves any and all defenses, objections, and exceptions, including without limitation those relating to jurisdiction, venue, and statutes of limitation.

WHEREFORE, HSBC hereby removes the State Court Action to the United States District Court for the Eastern District of Pennsylvania.

/s/ Thomas M. Brodowski

Christine M. Debevec

Thomas M. Brodowski

Stradley Ronon Stevens & Young, LLP

A Pennsylvania Limited Liability Partnership

2005 Market Street, Suite 2600

Philadelphia, PA 19103

(215) 564-8000

(215) 564-8120 – fax

Attorneys for Defendant,

HSBC Card Services, Inc.

*(misidentified in the Complaint as "HSBC USA, Inc.
and HSBC Bank USA")*

Dated: February 1, 2016

CERTIFICATE OF SERVICE

I, Thomas M. Brodowski, hereby certify that on February 1, 2016, I caused the foregoing Notice of Removal, and accompanying exhibits, to be sent for filing to the Clerk of the United States District Court for the Eastern District of Pennsylvania.

I further certify that on this date, I caused a true and correct copy of the foregoing to be served via UPS Overnight Delivery, First Class U.S. mail and e-mail upon the following:

Vicki Piontek, Esquire
951 Allentown Road
Lansdale, PA 19446
vicki.piontek@gmail.com
Attorney for Plaintiff

/s/ Thomas M. Brodowski

Thomas M. Brodowski

CERTIFICATE OF SERVICE

I, Thomas M. Brodowski, hereby certify that on February 1, 2016, I caused the foregoing Notice of Removal, and accompanying exhibits, to be sent for filing to the Clerk of the United States District Court for the Eastern District of Pennsylvania.

I further certify that on this date, I caused a true and correct copy of the foregoing to be served via UPS Overnight Delivery, First Class U.S. mail and e-mail upon the following:

Vicki Piontek, Esquire
951 Allentown Road
Lansdale, PA 19446
vicki.piontek@gmail.com
Attorney for Plaintiff

/s/ Thomas M. Brodowski

Thomas M. Brodowski

